

 <p style="text-align: center;">United States Environmental Protection Agency Washington, DC 20460</p> <p style="text-align: center;"><b>Interagency Agreement/ Amendment</b></p> <p style="text-align: center;"><b>Part 1 - General Information</b></p>		1. EPA IA Identification Number DW-96-95839401 - 0		2. Funding Location by Region EPA R5					
		3. Other Agency IA ID Number (if known)		4. Awarding Office IASSC West					
		5. Type of Action New		6. IA Specialist: Kathy Tsing-Choy 206-553-4688 Tsing-Choy.Kathy@epa.gov					
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101			8. Name and Address of Other Agency U.S. Army Corps of Engineers Chicago District / 111 N. Canal St., Suite 600 Chicago, IL 60606-7218						
9. DUNS: 029128894		10. BETC: DISB		11. DUNS: 169702552					
12. BETC: COLL									
13. Project Title and Description Waukegan Harbor Strategic Navigation Dredging									
The purpose of this Interagency Agreement (IA) is to provide funding to the Chicago District of the U.S. Army Corps of Engineers (USACE) to prepare plans and specifications for a contract to dredge sediments from the federal navigation channel at Waukegan Harbor, Illinois.									
14. EPA Project Officer (Name, Address, Telephone Number) MaryBeth Giancarlo 77 West Jackson Blvd. (G-17J) Chicago, IL 60604-3507 312-886-2253 E-Mail: Giancarlo.MaryBeth@epa.gov FAX: 312-692-2119			15. Other Agency Project Officer (Name, Address, Telephone) Jeffrey Zuercher 111 N. Canal St., Suite 600 Chicago, IL 60606-7218 312-846-5558 E-Mail: Jeffrey.K.Zuercher@usace.army.mil FAX: 312-353-4256						
16. Project Period: 01/14/2013 to 09/30/2013			17. Budget Period: 01/14/2013 to 09/30/2013						
18. Scope of Work (See Attachment) See attached Scope of Work									
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4		21. ALC: 68-01-0727					
22. Statutory Authority for Transfer of Funds and Interagency Agreement Economy Act 31 U.S.C. 1535				23. Other Agency Type Federal Agency					
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)									
	Previous Funding	This Action	Amended Total						
Revise Reimbursable (in-house)		0	0						
Direct Fund Cite (contractor)		0	0						
Total			0						
Funds	Previous Amount	Amount This Action	Total Amount						
25. EPA Amount		\$282,000	\$282,000						
26. EPA In-Kind Amount			\$0						
27. Other Agency Amount		\$0	\$0						
28. Other Agency In-Kind Amount			\$0						
29. Total Project Cost		\$282,000	\$282,000						
30. Fiscal Information									
Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt
682/30108	1305HCX017	1213	B	05HK1	202BJ7XF1	2506			282,000
									282,000

Part II - Approved Budget				EPA IAG Identification Number
				DW-96-95839401 - 0
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel		\$108,988		\$108,988
(b) Fringe Benefits		\$58,853		\$58,853
(c) Travel		\$3,384		\$3,384
(d) Equipment				\$0
(e) Supplies				\$0
(f) Procurement / Assistance				\$0
(g) Construction				\$0
(h) Other				\$0
(i) Total Direct Charges	\$0	\$171,225	\$0	\$171,225
(j) Indirect Costs:	\$0	\$110,775		\$110,775
Charged - Amount Rate: 66% Base: \$167,841.00 Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$				
(k) Total (EPA Share %)	\$0	\$282,000	\$0	\$282,000
(Other Agency Share %)				
32. How was the IDC Base calculated? The indirect cost rate (66%) x (personnel + fringe benefits)				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Identify all equipment costing \$1,000 or more)				
34. Are any of these funds being used on extramural agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Type of Extramural Agreement				
Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project		Percent Funded by EPA (if known)	
	Total \$ 0.00			
Part III - Funding Methods and Billing Instructions				
35.	(Note: EPA Agency Location Code (ALC) - 68010727)			
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:			
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input type="checkbox"/> Reimbursement Agreement	<input type="checkbox"/> Repayment <input type="checkbox"/> Advance			
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	

**Part IV - Acceptance Conditions**

EPA Identification Number

DW-96-95839401 - 0

37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.

**Part V - Offer and Acceptance**

**Note:** A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

EPA IA Administration Office (for administrative assistance)

EPA Program Office (for technical assistance)

**38. Organization/Address**

U.S. Environmental Protection Agency  
IASSC West  
1200 Sixth Avenue, Suite 900, OMP-145  
Seattle, WA 98101

**39. Organization/Address**

US Environmental Protection Agency  
R5 - Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3507

**Award Official on Behalf of the Environment Protection Agency**

40. Digital signature applied by EPA Award Official | Armina K. Nolan - Manager - Grants and Interagency Agreements Unit

Date

01/22/2013

**Authorizing Official on Behalf of the Other Agency**

41. Signature

Typed Name and Title

Date

COL. Frederic A. Drummond, District Commander

01/22/2013



## **1. Participation in Great Lakes Water Quality Agreement (GLWQA) and Great Lakes Restoration Initiative (GLRI) Programs and Processes**

In implementing projects under this Interagency Agreement, the U.S. Army Corps of Engineers (USACE) shall participate in meetings, conferences, and workshops directly tied to carrying out and implementing the Great Lakes Restoration Initiative (GLRI) and the Great Lakes Water Quality Agreement (GLWQA) programs, processes and activities including the Lakewide Management Plans and Programs (LaMPs), activities relating to Areas of Concern (AOCs), State of the Lake Ecosystem Conference (SOLEC), and Cooperative Science and Monitoring Initiative (CSMI), as requested.

## **2. Participation in Planning and Budgeting Activities**

The USACE will collaborate with USEPA and other members of the Interagency Task Force regarding planning and budgeting activities for the Great Lakes Restoration Initiative including participation in Interagency Task Force meetings and Regional Working Group meetings, assistance with budget development, development and updating of information for Congress and the public. This collaboration will include regular updates of an Interagency Funding Guide that will describe funding opportunities under the Initiative.

Information regarding out-year budget development will be shared only among federal agency staff which must be involved in the out-year budget development process.

The USACE will collaborate with USEPA to comply with requirements, including provisions for science review or competition, for the Great Lakes Restoration Initiative as expressed in conference and/or committee reports, and as required by statute.

## **4. The Performing Agency's Effort on Great Lakes Activities**

Funds under this IA are to supplement rather than supplant those funds already being spent on Great Lakes programs by the USACE prior to the establishment of the GLRI. USEPA recognizes efforts in this regard must be consistent with USACE's statutory authorities. Funds transferred will be accepted and expended by USACE, subject to DA and USACE approval, planning, and program requirements.

## **5. Use of Contracts and Grants**

A. The USACE may use the funds transferred under this IA consistent with its authorities, grants, contracts and other programs in order to support the GLRI and the GLWQA.

To the extent that the USACE uses funds transferred by USEPA under authorities that have match requirements, the USACE shall minimize the required match to the extent allowed under its authorities and regulations, unless the USEPA Project Officer agrees otherwise.

The USACE will use a competitive process to select awardees of contracts consistent with its authorities and regulations. To the extent feasible, any Requests for Proposals (RFPs) for contract awards, as well as invitation for bids, shall be shared with the USEPA Project Officer and made available to other members of the Regional Working Group in a timely manner in advance of publication for review and comment. The USACE shall supply to the Project Officer, within 30 days of selection, a list of selected contractors and grantees. The USACE will publish the name of those proposals which are selected and funded.

To the extent possible, contractors and awardees must commence work within 60 days of the effective date of an award.

B. The USACE will use the following principles for project selection as set forth in the templates and as reflected in the solicitations for the USACE's contracts:

- Target projects to maximize environmental protection and restoration for the Great Lakes;
- Ability to advance implementation of GLRI Action Plan priorities;

- Ability to strategically-achieve measurable environmental outcomes linked to the highest priority issues;
- Ability to advance environmental priorities of existing Great Lakes strategic plans, especially the Lakewide Management Plans and Programs, Remedial Action Plans for Areas of Concern, the Great Lakes Regional Collaboration, and other relevant national and regional coordinated strategic planning efforts;
- Feasibility of prompt implementation, including a bias for action-ready projects and for those which demonstrate quick results;
- Observable local improvements, especially for projects at the field level;
- Bias for interagency/inter-organizational coordination and collaboration;
- Support for new work and for enhancements which do not replace existing Great Lakes base activities;
- Support by the Public and other Stakeholders;
- Ability to leverage non-federal resources;
- Promotion of long-term societal, economic, and environmental sustainability goals;
- Minimization of transaction costs; and,
- Availability of sufficient GLRI funds in the relevant fiscal year allocation to pay all estimated costs of the project.

C. Projects and activities must also meet standards for:

- Using best available science;
- Experience, ability, and authority of the funding recipient to properly perform the work;
- Reasonableness of project costs; and
- Measuring progress and success.

#### **6. Expedite Required Permits**

USACE shall obtain all required permits in a timely fashion for projects implemented under this IA. To the extent resources are required to expedite permit processing, USEPA may authorize the use of IA resources for this purpose.

#### **7. Fund Obligation/Utilization and De-obligation**

All funding that USACE utilizes pursuant to this Interagency Agreement shall be obligated by USACE as expeditiously as possible for the foregoing programs, projects, and activities identified in the Scope of Work which support the Great Lakes Restoration Initiative and GLWQA. The USACE shall use its best efforts to obligate the funds transferred by USEPA before January 1, 2014 in order to minimize amounts that are returned to the USEPA. Beginning in January 2014, the USACE shall report monthly to the Project Officer regarding its plans to use any funds which remain unobligated. Any funds which have not been obligated by January 1, 2014 shall be returned to USEPA unless the USEPA Project Officer has agreed in writing to (i) an extension or (ii) an application to any projects that the parties agree to include in the Scope of Work or (iii) another mutually agreed-upon use pursuant to the Initiative. Notwithstanding any efforts by USACE to obligate such funds by January 1, 2014, funds which remain unobligated after June 30, 2014 shall be de-obligated by USEPA upon 10 days written notice to USACE.

#### **8. Applicable Laws**

This IA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the DA shall be governed by DA policies and procedures. Further, all health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

#### **9. Signage**

The USACE shall ensure that a visible project identification sign is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The USACE will determine the design, placement, and materials for each sign.

## **10. Modification of Interagency Agreement and Written Approval for Transfers among Templates**

This Interagency Agreement can be amended or modified in writing upon consent of the Parties. The Scope of Work attached to this Interagency Agreement can be amended in writing upon consent of the Parties.

The USACE must receive prior written approval by the USEPA Project Officer for cumulative transfers among templates or projects which exceed or are expected to exceed the lesser of \$100,000 or ten percent of the USACE's approved allocation.

## **11. Reporting**

The USACE agrees to comply with the published schedule for reporting into the Great Lakes Accountability System (GLAS). The USACE, and possibly its contractors under direction of the USACE, may be able to input information directly into the system using specified formats and timeframes. The USACE shall ensure that appropriate information pertaining to its activities (including those from contracts) is put into GLAS in order to account for progress under applicable Goals, Objectives, and Measures under the GLRI Action Plan.

Quarterly Financial Progress Reports: USACE shall ensure that quarterly reporting is provided on funding utilized under GLRI and GLWQA activities. This reporting includes programs funded at or below \$500,000.

Semi-Annual Progress Reports: The USACE shall submit progress reports, beginning with the date of IA execution, every six (6) months during the life of this agreement. Reports shall be submitted to the USEPA Project Officer and may be provided electronically. The reports must contain information in order to ascertain that the Scope of Work (SOW) is being carried out as specified in the Interagency Agreement. The USEPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with USEPA policies and the IA agreement. The USACE and possibly its contractors, upon the direction of the USACE, may be able to input information directly into the system using specified formats and timeframes. The USACE shall ensure that by April 15 and October 15 of each year, information is reported in an accountability system, to be determined, pertaining to its contributions (including those from contracts) to Goals, Objectives, and Measures under the GLRI Action Plan.

Annual Report: Beginning in FY 2011, USEPA will work with its Interagency Task Force partners to prepare and submit an Annual Report to the President on progress in achieving the Initiative's goals, outcomes, and targets. To that end, the USACE shall include in an annual report to USEPA, information on its Great Lakes activities, including those funded pursuant to the Great Lakes Restoration Initiative and those funded by its base programs. The report shall include funding beginning in FY 2010 and each fiscal year thereafter, detail yearly program accomplishments, and compare specific funding levels allocated for participating Federal agencies from fiscal year to fiscal year. Reporting shall include programs funded at or below \$500,000.

Final Progress Report: The USACE shall submit a final report to the USEPA Project Officer upon completion of all GLRI work funded using GLRI funds transferred to USACE by USEPA. This report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, and a compilation of the data collected. The final report shall also include analysis of the data as well as conclusions, and recommendations. The final report shall incorporate photo documentation of funded projects and environmental progress under the projects at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. The draft Final Report will be submitted electronically to the USEPA Project Officer no later than 45 after the end of the project period for review and comment. Electronic and paper versions of the Final Report shall be submitted no later than 90 days after the end of the project period.

## **12. Accountability/Performance System**

The USACE and other Great Lakes partners will input all required accountability and performance report information into the Great Lakes Accountability System (GLAS). Information will describe GLRI activities and demonstrate how results are being achieved pursuant to the Action Plan. Recipients and sub-recipients shall be responsible for inputting their accounting/performance data into the GLRI database. The website for the database will be accessible through the GLNPO website at <https://restore.glnpo.net/glas/login.htm>.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 2005-0001. This information collection is scheduled to expire on July 31, 2013.

### **13. Quality Assurance**

The USACE must have a Quality Assurance (QA) and Quality Control (QC) System in place that will provide the needed management and technical practices to assure that environmental data used to support GLRI decisions are of adequate quality and usability for their intended purpose. This System must be in place before any data collection takes place. Since most of the GLRI decisions will rest on environmental data, a management system is needed that provides for:

1. Identification of environmental programs for which QA and QC activities are needed;
2. Specification of the quality of the data required from environmental programs; and,
3. Provision of sufficient resources to assure that adequate levels of QA and QC activities are performed.

This IA will provide mission support products, services, information or data generation including technology development and verification. Any of these activities will be performed in accordance with approved Quality Assurance procedures or standards with adequate documentation for transparency purposes, including review and approval by USACE's QA manager. Because of the nature of the action, data may be collected without USEPA review and approval of project-specific Quality Assurance documents. The USEPA Quality Assurance Officer must be notified when procedures are developed and the quality assurance procedures should be documented. Quality Assurance documentation should be maintained by the USACE, but must be provided for review by the USEPA Quality Assurance Officer on an as needed basis. This documentation should include, but is not limited to, (1) quality assurance procedures, including the rationale for decisions concerning sampling and analysis; (2) decisions on usability of data; and (3) information on quality-control methods and measurements, e.g., performance evaluation samples, field duplicates, field blanks, laboratory blanks, laboratory duplicates, laboratory surrogate and matrix spikes, laboratory control samples, and calibration. USEPA Guidance for Quality 4-24 Assurance Project Plans (QA/G-5) (EPA2002) can be found at: <http://www.epa.gov/quality/qmps.html>.

### **14. Climate Change Emissions Minimization/Reductions**

The USACE shall encourage (i) minimization and reduction, where possible, of greenhouse gas emissions resulting from activities carried out pursuant to this agreement and (ii) the tracking of the reduction of greenhouse gas emissions through these activities.

### **15. Contract Termination, Disputes and Protests**

All claims and disputes by contractors arising under or relating to contracts awarded by the USACE shall be resolved in accordance with Federal law and the terms of the individual contract. The USACE shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. § 601-613). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims. The USACE shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. The USACE will notify USEPA and OMB of the receipt of any contract claims or disputes that may give rise to liability that exceeds the funds available to USACE for this purpose, as well as the outcome of such claims or disputes.



#### **16. Responsibility for Costs**

The funds transferred to USACE under this IA are intended to be applied by USACE to the costs, including USACE indirect costs, of implementation of the projects and work set forth in this IA. USACE and USEPA recognize that the USACE will execute the work set forth in this IA by contract, and that additional liability might arise from contract changes or terminations. To the extent that funds transferred by USEPA to USACE are insufficient to cover all costs of any of the projects and work set forth in this IA, including any liabilities, USACE and USEPA shall ask for the assistance of the OMB in order to seek funds to cover any remaining costs, unless USEPA chooses to transfer to USACE additional unallocated GLRI funds.

#### **17. Termination**

This IA may be terminated upon thirty (30) calendar days written notice by either party. If this agreement is cancelled, any implementing contract/order may also be cancelled. If the IA is terminated, the agencies shall specify the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

#### **18. Interpretation of IA/Dispute Resolution**

If the USACE and USEPA are unable to agree on the interpretation of a material aspect of this IA, the parties agree to engage in an effort to reach mutual agreement regarding the proper interpretation of this IA, including amendment of this IA, as necessary, by escalating the dispute within their respective organizations.

The parties agree that, in the event of a dispute between the parties, the USEPA and the USACE shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution in accordance with Presidential Executive Orders establishing authorities and responsibility for the resolution of disputes between agencies of the Executive Branch.

#### **19. Indirect Costs**

The USACE certifies that (1) any indirect costs incurred by USACE included in billings to USEPA represent, in accordance with generally accepted accounting principles, indirect costs that would not have been otherwise incurred by the performing agency, or (2) statutory authority exists for charging other than the incremental costs of performance. If an audit determines that any direct or indirect costs charged to USEPA are unallowable, USEPA will be notified immediately following the resolution of the audit and USEPA will be credited those amounts.

#### **20. Billing Payments**

When submitting invoices to the Office of the Chief Financial Officer/Cincinnati Finance Center (OCFO/CFC) requesting payment, a breakdown of the costs associated with the invoice must be provided to the USEPA Project Officer (USEPA PO). The USACE will provide, upon request, any assistance necessary to support the justification or explanations of costs billed to USEPA under this Agreement. If this information is not provided, the USEPA PO will notify the OCFO/CFC to suspend the payment.

#### **21. Payment**

Not more than 30 days before incurring any actual costs described in the scope of work, USACE may, pursuant to this Agreement, submit an estimated payment request to the Cincinnati Finance Center at the address below. Upon the approval of the estimated payment request by the EPA Project Officer, the EPA will transfer funds to pay such costs. USACE will use its best efforts to obligate/expend any funds it receives within 30 days of receipt. On a monthly basis, the USACE must provide a breakdown of the costs associated with payments to the USEPA Project Officer (USEPA PO). The USACE will provide, upon request, any assistance necessary to support the justification or explanation of costs billed to USEPA under this Agreement. If the USACE does not provide the monthly breakdown of the costs or any requested justification/explanation for costs billed, the USEPA PO will notify the OCFO/CFC to withhold payment until the USACE provides the information. For further information, please contact:

U.S. EPA CFC  
Attn: Jeff Marsala  
26 W. ML King Dr.  
Cincinnati, OH 45268-7002

## **22. IAs with Contracts or Procurement**

In accordance with Public Law (P.L.) 102-389, USEPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontractors awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically black colleges and universities and women.

The USACE agrees, to the extent that such actions are consistent with the USACE's applicable regulations, to comply with USEPA's aforementioned utilization policy for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs), which is codified at 40 C.F.R. Part 33. Where the subject IA is for the benefit of Native Americans, the USACE agrees to comply with the provisions found at 40 C.F.R. Section 33.304(c), which provides for the preference for Indian-owned economic enterprises and Indian organizations in contracting. The USACE will also strive to meet USEPA's SBA negotiated goals for awarding contracts to small and disadvantaged businesses. The USACE will accomplish these objectives through adherence to the small and minority-owned business requirements set forth in the Small Business Act, 15 U.S.C. §§ 631 et seq., and the annual Small Business goals negotiated with the USACE and Small Business Administration. All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the Federal Procurement Data System, Next Generation. Unless otherwise required by law, all contract work undertaken by the USACE shall be governed by USACE policies and procedures.

The report should be submitted to:

Office of Small Business Programs  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., NW (Mall code: 1230T)  
Washington, D.C. 20460

A copy should be sent to:

Greg Luchey, DBE Coordinator  
U.S. EPA Region 10  
1200 Sixth Avenue, Suite 900  
Mail Stop: OMP-145  
Seattle, WA 98101

## **23. International Travel**

International travel is not allowed by USACE until USEPA receives the OIA clearance form.

## **24. Public Information**

Justification and explanation of the USEPA's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the USEPA. The USACE may provide, upon request, any assistance necessary to support the USEPA's justification or explanations of the USEPA's programs conducted under this IA. In general, the USEPA is responsible for all public information. The USACE may make public announcements and respond to all inquiries relating to its civil works programs, and the ordinary procurement and contract award and administration process. The USEPA or the USACE shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed under this IA.

## **25. Sufficient Progress**

EPA expressly reserves the right to terminate this IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising the right to terminate, EPA will follow the procedures for terminating the IA in these terms and conditions.

## **26. Expiration of Funds under Economy Act**

This IA is funded in whole or in part by fixed-year funding, which will expire as indicated below, and must be reported to EPA if not expended or obligated by its expiration date. EPA will process a decrease amendment to remove and deobligate any such funding from this agreement. If funds have been advanced to the recipient Other Agency, and have not been expended or obligated by the expiration date, they must be returned to EPA within 90 days.

If "11/12" appears in the FY block of Section 30, Fiscal Information, the funding shown on that line must be obligated or expended by the recipient Other Agency no later than September 30, 2012. Properly obligated funds will be available for liquidation through September 30, 2019. Funds not expended or obligated by September 30, 2012, must be reported (returned if advanced) to EPA no later than December 31, 2012.

If "12/13" appears in the FY block of Section 30, Fiscal Information, the funding shown on that line must be obligated or expended by the recipient Other Agency no later than September 30, 2013. Properly obligated funds will be available for liquidation through September 30, 2020. Funds not expended or obligated by September 30, 2013, must be reported (returned if advanced) to EPA no later than December 31, 2013.

## **27. Restrictions on FY12 Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions**

This IA obligates and transfers or advances EPA funds appropriated under the Department of Interior, Environment, and Related Agencies Appropriations Act, (FY12 Appropriations Act). As a result, this IA is subject to the provisions of Division E, Sections 433 and 434 of the Appropriations Act, regarding federal felony convictions and unpaid federal tax liabilities. Specifically, Section 433 provides:

None of the funds made available by this Act [FY12 Appropriations Act] may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

Section 434 of Division E of the Appropriations Act further provides:

None of the funds made available by this Act [FY12 Appropriations Act] may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation with respect to which any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Accordingly, by accepting the award of this IA, the USACE agrees that it will comply with and implement the prohibitions of Sections 433 and 434 for any contract, assistance agreement, loan, loan guarantee or other instrument with any corporation that will be funded with funds provided under this IA. Non-

compliance with the provisions of Sections 433 and 434 may implicate the Antideficiency Act. The USACE will forward to the EPA Award Official, within 45 days, any determination and documentation supporting an award where suspension and debarment are considered by the awarding agency.

## **WAUKEGAN HARBOR DREDGING SCOPE OF WORK**

**AGENCY NAME:** U.S. Army Corps of Engineers (USACE), Chicago District (LRC)

**CONTACT INFORMATION:** Jeff Zuercher, (312) 846-5558,  
[jeffrey.k.zuercher@usace.army.mil](mailto:jeffrey.k.zuercher@usace.army.mil)

### **1. INTRODUCTION**

The purpose of this Interagency Agreement (IA) is to provide funding to the Chicago District (LRC), U.S. Army Corps of Engineers (USACE) to prepare plans and specifications for a contract to dredge approximately 100,000 cubic yards of sediments from the federal navigation channel at Waukegan, Illinois. The removal of these sediments is critical to the elimination of beneficial use impairments and the delisting of the Waukegan Harbor Area of Concern (AOC).

### **2. BUDGET AND PROJECT DETAIL**

With the funds transferred under this IA, the USACE will prepare plans and specifications for a contract to dredge approximately 100,000 cubic yards of sediments from Waukegan Harbor. USACE indirect costs are associated with work on projects and includes personnel, and benefits for services shared by multiple projects (logistics, human resources, finance & accounting, etc) as well as physical costs (rent, utilities, training, etc). The rate for these project-related indirect costs (66%) is applied against the effective rate (labor plus benefits).

### **3. NARRATIVE SCOPE OF WORK**

**Template Number and Title:** 2013-400 Waukegan Harbor Dredging

**Funding:** \$282,000

**Description of Work:** LRC has prepared a report, referred to as a Dredged Material Management Plan, or DMMP, which provides a feasibility-level analysis of alternatives for dredging and disposal of approximately 100,000 cubic yards of sediments from the Outer Harbor portion of the Waukegan Harbor navigation project. It has been determined that the removal of these sediments is necessary to eliminate the "Dredging Restrictions" beneficial use impairment and to delist the AOC. The recommended project will include the placement of the dredged sediments onto a property adjacent to the Harbor owned by the City of Waukegan.

Based on this feasibility plan, LRC will finalize the proposed construction into Plans and Specifications (P&S) that can be used as an Invitation For Bid (IFB) document. The document will be produced by going through a thorough design and review process. This will include development of 50% P&S that will be reviewed for possible issues. Once the review is complete comments will be incorporated and the set will be brought to the 100% P&S level for a final review. After this final review, the P&S are declared "ready-to-advertise".

LRC will prepare and release an Environmental Assessment, under the USEPA's name for public and agency review. The USACE will also assist the USEPA in negotiations of real estate rights with the City of Waukegan regarding the disposal site for the dredged sediments.

The deliverable from this effort will be a ready-to-advertise set of Plans and Specifications for the Waukegan Outer Harbor Dredging Project. The total for this effort will be \$282,000.

**Milestones:** The following milestones are based upon receipt of funding to start work in December 2012.

Milestone	Schedule
EA public review completed	March 15, 2013
50% P&S Review Complete	April 30, 2013
100% P&S Review Complete	July 1, 2013
Ready-To Advertise P&S	July 31, 2013

**Measures of Progress:** These activities are an important step toward the removal and remediation of approximately 100,000 cubic yards of contaminated sediments from the Waukegan Harbor AOC. They represent a necessary step to achieving the referenced Action Plan Measures, Objectives, and Goal; however, additional actions will be necessary through other projects before the respective targets are realized.

**Contributes to the following GLRI Action Plan Goal under Focus Area 1 (Toxics Substances and Areas of Concern):**

- Goal 1: Areas of Concern are cleaned up, restoring the areas and removing the beneficial use impairments.

**Contributes to the following GLRI Action Plan Objectives under Focus Area 1:**

- Objective 1: By 2014, delist five Areas of Concern.
- Objective 2: By 2014, 46 Beneficial Use Impairments will be removed in Areas of Concern.
- Objective 5: By 2014, 9.4 million cubic yards of contaminated sediments will be remediated.

**Contributes to the following GLRI Action Plan Measures under Focus Area 1:**

- Measure 1: Number of Areas of Concern in the Great Lakes where management actions necessary for delisting have been implemented.
- Measure 2: AOC BUIs removed.
- Measure 4: Cubic yards of contaminated sediment remediated in the Great Lakes.

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#### 4. COLLABORATIVE ARRANGEMENTS

LRC will coordinate the preparation of the plans and specifications with the U.S. Fish & Wildlife Service, Illinois EPA, City of Waukegan, and other pertinent agencies.

## **5. FUNDING SUMMARY SPREADSHEET**

Attached is a tabular summary of the funding for this Scope of Work.

